

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

## CONTRACT



**Vendor ID 0000277840**  
**Examinetics Inc**  
**851 Edkin Ave**  
**W Chester PA 19382**  
**United States**

<b>Contract ID</b> 0000000000000000000013712		<b>Page</b> 1 of 3
<b>Contract Dates</b> 08/04/2008 to 08/04/2010	<b>Origin</b> CPS	
<b>Description:</b> ON-SITE HEARING TESTING	<b>Contract Maximum</b> \$9,999,999.99	
<b>Buyer Name</b> LaRose, Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		ON-SITE HEARING TESTING	EA	0.01000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR ON-SITE HEARING TESTING ISSUED MAY 1, 2008 AND VENDOR'S RESPONSE DATED MAY 14, 2008.

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

SCOPE OF CONTRACT: A CAOHC CERTIFIED COMPANY SHALL PROVIDE ON-SITE HEARING TESTING SERVICES FOR THE STATE OF VERMONT. ANTICIPATED SERVICES INCLUDE, BUT ARE NOT LIMITED TO, ON-SITE HEARING SURVEYS, ON-SITE HEARING TESTING AND TRAINING AND ASSIST IN DEVELOPMENT OF A "HEARING CONSERVATION POLICY/BEST PRACTICE" AND EVALUATION OF PRESENT AND SUGGESTED HEARING CONSERVATION PERSONAL PROTECTIVE EQUIPMENT (PPE).

PERIOD OF PERFORMANCE: AUGUST 4, 2008 TO AUGUST 4, 2010 WITH AN OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS.

### DETAILED REQUIREMENTS:

- ALL TESTS ADMINISTERED BY CAOHC - CERTIFIED PROFESSIONAL.
- EDUCATIONS TO INCLUDE ALL COMPONENTS MANDATED BY OSHA & MSHA.
- TEST ADMINISTRATION ENHANCED BY COMPUTERIZED TECHNOLOGY.
- PSYCHOACOUSTIC TEST CHAMBER WITH 4-INCH COMPOSITE WALLS ENGINEERED TO MEET OSHA, MSHA AND ANSI REQUIREMENTS.
- EQUIPMENT CALIBRATION VERIFIED ON A DAILY BASIS.
- CLIMATE-CONTROLLED TEST CHAMBER FOR YEAR-AROUND COMFORT.
- MANAGEMENT SUMMARY FOR PROGRAM TRACKING.
- PROBLEM AUDIOGRAMS FLAGGED FOR APPROPRIATE FOLLOW-UP (STANDARD THRESHOLD SHIFTS, OSHA OR MSHA RECORDABLE, REFERRALS, ETC.)
- OTOLOGICAL HISTORY MAINTAINED ON EACH EMPLOYEE.
- BASELINE AUDIOGRAMS.
- ASSIST IN DEVELOPMENT OF A "HEARING CONSERVATION POLICY/BEST PRACTICE".
- EVALUATION OF PRESENT AND SUGGESTED HEARING CONSERVATION (PPE).

LOCATIONS AND DATES OF SITE VISITS: CONTRACT SHALL BE REQUIRED TO PROVIDE FULL DAY SITE VISITS TO TEN LOCATIONS FOR THE VT AGENCY OF TRANSPORTATION (AOT). OTHER LOCATIONS MAY BE ADDED FOR OTHER DEPARTMENTS THROUGHOUT THE STATE OF VERMONT. CONTRACT SHALL PROVIDE HALF DAY FOLLOW UP VISITS TO ANY LOCATION UPON REQUEST OF DEPARTMENT.

MOBILE TESTING CHAMBER: CONTRACT MUST PROVIDE A MOBILE UNIT (OR UNITS) FOR TESTING AT VARIOUS POINTS WITHIN THE STATE OF VERMONT. MOBILE UNIT STAFF MUST BE FULLY TRAINED. EACH MOBILE MUST UTILIZE SELF-CONTAINED GENERATORS FOR HEAT, LIGHT AND AIR CONDITIONING OR CAN BE PLUGGED INTO ELECTRICAL SYSTEMS ON SITE.

COST OF SERVICES: PRICING BELOW IS BASED UPON ESTIMATED NUMBER OF EMPLOYEES AT YOUR DESIGNATED TEST SITES. PRICING IS INCLUSIVE OF ALL SUPPLIES, EQUIPMENT, STAFF AND REPORT. THE DATES AND HOURS OF TESTING WILL BE ESTABLISHED TO BE CONVENIENT FOR YOUR AND EMPLOYEES AND TO MINIMIZE THE IMPACT ON PRODUCTION.

### FULL DAY TESTING

- UP TO 8-HOURS OF TESTING
- ACCOMMODATE UP TO 128 EMPLOYEES PER DAY
- \$1300 PER FULL DAY

### HALF DAY TESTING FEE (UP TO 3-HOURS OF TESTING)

- UP TO 3 HOURS OF TESTING
- ACCOMMODATE UP TO 48 EMPLOYEES PER HALF DAY
- \$800 PER HALF DAY

HISTORICAL AUDIOMETRIC DATA: THERE IS A ONE TIME FEE OF \$150 PER DISKETTE TO ENTER HISTORICAL AUDIOMETRIC

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RECORDS INTO EXAMINETICS' DATA SYSTEMS. IF HISTORICAL DATA IS TO BE TRANSFERRED MANUALLY, THE COST WILL BE \$.075 PER RECORD.						

WORK RELATED DETERMINATIONS: EXAMINETICS' PROFESSIONAL AUDIOLOGY STAFF CAN PROVIDE WORK RELATED DETERMINATIONS FOR ANY POTENTIALLY RECORDABLE OSHA SHIFT IN HEARING. THE FEE FOR THIS SERVICE IS \$95 PER EMPLOYEE. AS PART OF THIS SERVICE, EXAMINETICS WILL REQUIRE THOSE DESIGNATED EMPLOYEES TO COMPLETE EXAMINETICS' EXTENDED HEARING LOSS QUESTIONNAIRE.

TERMS: NET 30 DAYS

QUANTITY: THE ESTIMATED ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY

SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND

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GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.						

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

REMITTANCE OF PAYMENT: ALL PAYMENTS FOR SERVICES CAN BE SENT TO: EXAMINETICS, INC,  
P O BOX 410047, KANSAS CITY, MO 64141-0047.

CONTACT INFORMATION FOR CONTRACTOR: STEPHEN O'KANE, SENIOR SALES EXECUTIVE, OFFICE #800-946-7228, MOBILE, 610-716-0999, EMAIL: SOKANE@EXAMINETICS.COM WEBSITE: WWW.EXAMINETICS.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222  
E-MAIL: deb.larose@state.vt.us

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_